

FROM

(THU) 7. 26' 07 18:28/ST. 18:27/NO. 4861552389 P 4

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PATENT

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**POWER OF ATTORNEY TO PROSECUTE
APPLICATIONS BEFORE THE USPTO**

I hereby appoint practitioners associated with Customer No. 40184, all of the firm of GARDERE
WYNNE SEWELL LLP, as attorneys or agents to represent the undersigned before the United
States Patent and Trademark Office (USPTO) in connection with any and all patent applications
assigned only to the undersigned according to the USPTO assignment records or assignment
documents attached to this form in accordance with 37 CFR 3.73(b).

Textile Management Associates, Inc.
1906 South Hamilton Street
Dalton, Georgia 30720
USA

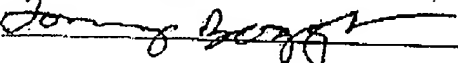
Attached to this form is a statement under 37 CFR 3.73(b).

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of
Assignee.

TEXTILE MANAGEMENT ASSOCIATES, INC.

Name: Tammy Briggs

Signature: 

Title: CFO

Date: 7/18/07

Telephone: 706-876-1152

HOUSTON 927969v1

PTO/SB/86 (04-07)

Approved for use through 08/30/2007, OMB 0651-0034

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Troy SquiresApplication No./Patent No.: 6,858,272 Filed/Issue Date: February 22, 2005Entitled: HORIZONTALLY DRAINING, PRE-ENGINEERED SYNTHETIC TURF FIELD

Textile Management Associates, Inc. 8 Corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
 (The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Troy Squires To: Southwest Recreational Industries, Inc.
 The document was recorded in the United States Patent and Trademark Office at
 Reel 011623, Frame 0803, or for which a copy thereof is attached.
2. From: Southwest Recreational Industries, Inc. To: Textile Management Associates, Inc.
 The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Brian K. Hma 07/26/07
 Signature Date
Brian K. Hma 713/276-5728
 Printed or Typed Name Telephone Number
Attorney for Assignee
 Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("Assignment") is made as of April 7, 2004, by and between SOUTHWEST RECREATIONAL INDUSTRIES, INC., a Texas corporation, ("Assignor"), on the one hand, and TEXTILE MANAGEMENT ASSOCIATES, INC., a Georgia corporation ("Assignee"), on the other hand.

JUL 26 2007

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated April __, 2004, as amended (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain Patents and Patent Applications (as set forth in Schedule A) which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of Patents and Patent Applications.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, including said Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents and Patent Applications listed on Schedule A and to the improvements and inventions disclosed in said Patents and Patent Applications throughout the world, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries. Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all patents on said applications or applications resulting therefrom to said Assignee, as assignee of the entire interest; and it agrees that it will communicate to said Assignee, or its representatives any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for said patents and applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

3. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of

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Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[signatures on next page]

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FROM

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Executed this ____ day of April, 2004.

SOUTHWEST RECREATIONAL INDUSTRIES, INC.

By: [Signature]
Name: Thomas S. Pacciorelli
Title: Chief Restructuring Officer

STATE OF
COUNTY OF

On this 5th day of April 2004, before me, a Notary Public in and for the State and County
foresaid, personally appeared Thomas S. Pacciorelli known by me to be the person above named
and an officer of Southwest Recreational Industries, Inc., duly authorized to execute this
Assignment of Patents on behalf of Southwest Recreational Industries, Inc., who signed and
executed the foregoing instrument on behalf of Southwest Recreational Industries, Inc.

Notary Public My Commission Expires: 7-21-07



[Signature]

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Schedule A

Patents and Patent Applications

ATL01/11630652v2

| Turf Patents | | In-Licenses | |
|-----------------|--|----------------------------------|------------------|
| Reg. or App. # | Patent | Product | In-Licenses |
| 10287754 | Improved Sports Playing Surfaces for Realistic Game Play | Turf - Not in Use | |
| 10272197 | Composite Backing for Stabilized Carpet | AstroPlay and AstroLawn | |
| 089808,703 | Horizontally Draining, Pre-Engineered Synthetic Turf Field | Turf Component | |
| 6,242,062 | Combined Turf | Combo Synthetic and Natural Turf | Hugo de Vries |
| 8,401,001 | Artificial Turf System | Natural Turf | |
| 6,372,210 | Combined and Stabilized Turf for an Athletic Field | McXturf | |
| 4,537,942 | Synthetic Grass Playing Field | Combo Synthetic and Natural Turf | Hugo de Vries |
| 4,896,434 | Closure Device for Artificial Turf Sections | Turf | |
| 4,948,779 | Drainable Artificial Turf Assembly and Field | Turf Installation Tool - Zipper | |
| 5,396,487 | Method for Making a Water Permeable Laminated Textile Product | Turf Component | |
| 5,102,482 | Method for Making a Water Permeable Laminated Textile Fabric Product | Turf Manufacturing | James Rogers |
| 6,070,814 | Improved Method and Apparatus for Manipulating Large Sections of Artificial Turf | Contract Coating | James Rogers |
| 6,432,505 | Diamond Cross Section Synthetic Turf Filament | Magic Carpet Convertible Turf | |
| 6,299,959 | Pilled Synthetic Grass | Astro Turf | FIPA Recommended |
| | | AstroPlay | |
| General Patents | | In-Licenses | |
| Reg. or App. # | Patent | Product | In-Licenses |
| 5,456,566 | System and Method for Transporting Gymnasium Floor Covering | Installation Tool | |
| 10282591 | Polyurethane System and Application Thereof (1:1 binder) | | |
| na | Thick Center Section Monofilament (D-42) Monofilament Yarn | | |
| 4,497,853 | Improved Silt Film Synthetic Turf (pre-florilized patent) | | |
| 4,588,189 | Synthetic Turf Carpet Game Playing Surface | | |
| 5,527,128 | Manipulating Large Sections of Artificial Turf | | |
| 5,833,386 | Ground Covering | | |
| 08/547,800 | Modular Roll-Out Portable Floor and Walkway | | |
| 6,032,423 | Modular Roll-Out Portable Floor and Walkway | | |
| 6,491,991 | Artificial Turf System ("Nex Turf") | | |

ATL01/16358207/1

Exceptions to OwnershipPatents

An Assignment of Chilean Patent Reg. No. 38,576 from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. has been filed in the Chilean Patent Office, but no notice of recordation has yet been received.

An Assignment of Italian Patent Reg. No. 22619BE/89 from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. has been filed in the Italian Patent Office, but no notice of recordation has yet been received.

A fully legalized Assignment of Venezuelan Patents, Reg. Nos. 49,141 and 49,298 from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. was filed in the Venezuelan Patent Office on 12/10/98, but no notice of recordation has yet been received.

An assignment of Venezuelan Patent Application No. 0063 61.90 (Reg. No. 53,560) from AstroTurf Industries, Inc. to Southwest Recreational Industries, Inc. was filed in the Venezuelan Patent Office on 12/10/98, but no notice of recordation has yet been received.

Patent Applications

Except as noted above, all listed patent applications are filed in the name of Southwest Recreational Industries, Inc.

| | | | | |
|---------------|--------|---------|-----------|--|
| Combined Turf | Canada | 12/1/97 | 2,285,639 | Awaiting first Office Action; annuity due 12/1/03 |
|---------------|--------|---------|-----------|--|

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| Item | Country | Date | Patent No. | Remarks |
|--|-------------|--------------------|-----------------|---|
| Horizontally Draining, Pre-Engineered Synthetic Turf Field | WIPO | 2/12/02 | PCT/US02/04225 | 30-month deadline to enter national phase 9/14/03 |
| Artificial Turf System | Australia | 2/13/01 | 2001238195 | Request for Examination and first annuity due 2/13/06 |
| Artificial Turf System | Canada | 2/13/01 | 2400009 | Awaiting first Office Action; annuity due 2/13/04 |
| Artificial Turf System | China | 8/14/02 | 01805015.8 | Awaiting first Office Action; deadline to amend application 7/12/03; instructed associate to file for Hong Kong protection on 5/15/03 |
| Artificial Turf System | EPO | 2/13/01 | 01910604.6 | Annuity due 2/13/04 |
| Artificial Turf System | Japan | 8/13/02 559938 | 2001- | Request for Examination due 2/13/08 |
| Artificial Turf System | South Korea | 8/12/02 7010430 | 102002- | Request for Examination due 2/13/06 |
| Artificial Turf System | Mexico | 8/14/02 | 2002/00787 9 | Awaiting first Office Action |
| Artificial Turf System | Russia | 2/13/01 | 2002124588 | Awaiting first Office Action; annuity due 2/13/04 |
| Combined Turf | Japan | 10/11/02 | 3359041 | Annuity due 10/11/05 |

| Country | Patent No. | Patent Title | Patent No. | Patent Title |
|---|-------------|--------------|-------------|---|
| Combined Turf | Australia | 12/1/97 | 730960 | Annuity due 12/1/03 |
| Combined Turf | Netherlands | 7/2/98 | 1004656 | Annuity due 11/29/03 |
| Horizontally Draining Pre-engineered Synthetic Turf Field | Canada | 9/10/03 | 2,440,483 | Awaiting first office action, annuity due 2/12/05 |
| Horizontally Draining Pre-engineered Synthetic Turf Field | Japan | 9/12/03 | 2002-574438 | Request for examination due 2/12/05 |
| Artificial Turf System | Hong Kong | 9/3/03 | 03106275.0 | Dependent upon outcome of Chinese application (annuity due 2/13/09) |

| Country | Patent No. | Patent Title | Patent No. | Patent Title |
|--|------------|--------------|------------|------------------------------|
| Drainable Artificial Turf Assembly And Field | Argentina | | 245,522 | Annuities 2/28; Next 2/28/04 |
| System And Method For Converting Synthetic Turf Surfaces From One Condition To Another | Canada | | 1,104,600 | Expired 7/6/98 |
| Manipulating Large Sections of Artificial Turf By Means Of Low Pressure Air | Canada | | 1,201,618 | Expired 3/10/03 |
| System And Method For Converting Synthetic Turf Surfaces From One To Another Condition | Canada | | 1,124,274 | Expired 5/24/99 |
| Unitary Shock-Absorbing Polymeric Pad For Artificial Turf | Canada | | 1,229,854 | Expires 12/1/04 |

| Artificial Turf Playing Fields | Canada | 1,231,802 | Expires 1/26/05 |
|--|--------|---|-------------------------------------|
| Manipulating Large Sections of Artificial Turf | Canada | 1,238,810 | Expires 7/5/05 |
| Artificial Turf Systems | Canada | 1,338,810 | Annuities 12/24; Next 12/24/04 |
| Tennis Court Surface | Canada | 1,147,362 | Expired 5/31/00 |
| Simulated Grass Playing Field Surface | Canada | 1,182,485 | Expired 2/12/02 |
| Synthetic Grass Playing Field Surface | Canada | 1,235,160 | Expires 4/12/05 |
| Drainable Artificial Turf Assembly | Chile | 38,576 | Expires 5/6/08 |
| System And Method For Transporting Gymnasium Floor Covering | France | 93-15595 | Expired 12/23/99 |
| Artificial Turf Plain Fields | France | 140,868 | Expires 10/29/10 |
| Drainable Artificial Turf Assembly And Field | India | 175,819 | Renewal Annually 7/24; Next 7/24/04 |
| Artificial Turf Playing Fields | Italy | 22619BE/8 9 (EPO 140868 | Patent expires 10/29/04 |
| Unitary Shock-Absorbing Polymeric Pad For Artificial Turf | Japan | 1,731,938 | Expires 8/10/04 |
| Manipulating Large Sections of Artificial Turf | Japan | 1,736,607 | Annuities 3/24; Next 3/24/05 |
| Improved Method and Apparatus for Manipulating Large Sections of Artificial Turf | Japan | Filed 9/18/97 based on US Provisional filed 9/18/96 | Pending |

| Field | Country | Value | Application | Annuites 10/31; Next :0/31/04 |
|--|-----------|---------|-------------|--|
| Drainable Artificial Turf Assembly And Field | Malaysia | | MY-107304A | Annuites 10/31; Next :0/31/04 |
| Manipulating Large Sections of Artificial Turf | Mexico | 172,619 | | Maintenance payment due 1/1/06 |
| Drainable Artificial Turf Assembly And Field | Mexico | 173,836 | | Maintenance payment due 1/1/06 |
| Artificial Turf Playing Fields | New | 210,023 | | Expires 10/29/04 |
| Artificial Turf Assembly | Pakistan | 132,110 | | Annuity due 7/9/04 |
| Manipulating Large Sections Of Artificial Turf | Venezuela | 49,141 | | Expired 2/4/03 |
| Artificial Turf Systems | Venezuela | 49,298 | | Expired 7/29/03 |
| Drainable Artificial Turf Assembly and Field | Venezuela | 53,560 | | None. All annuities paid until expiration. |